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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

AIG PROPERTY CASUALTY
COMPANY,

Plaintiff,

vs.

WILLIAM H. COSBY and JANICE
DICKINSON,

Defendant.

Case No. 2:15- CV-04842-BRO-RAO

**DEFENDANT WILLIAM H.
COSBY’S ANSWER TO
PLAINTIFF’S FIRST AMENDED
COMPLAINT**

DEMAND FOR JURY TRIAL

The Hon. Beverly Reid O’Connell

Defendant William H. Cosby answers plaintiff AIG Property Casualty
Company’s First Amended Complaint for declaratory relief as follows:

1. Answering paragraph 1, Mr. Cosby admits that AIG is seeking a
declaration that (a) the “sexual misconduct” exclusion in the six insurance policies
at issue in this action applies to bar coverage for the underlying *Dickinson v. Cosby*
lawsuit and (b) Mr. Cosby is not individually insured under the “California”
insurance policies. Except was expressly admitted, Mr. Cosby denies the allegations
in this paragraph.

THE PARTIES

2. Answering paragraph 2, Mr. Cosby lacks sufficient knowledge and

1 information to form a belief as to the truth of the allegations contained in this
2 paragraph, and therefore denies the allegations in this paragraph.

3 3. Answering paragraph 3, Mr. Cosby admits the allegations contained in
4 this paragraph.

5 4. Answering paragraph 4, Mr. Cosby lacks sufficient knowledge and
6 information to form a belief as to the truth of the allegations contained in this
7 paragraph, and therefore denies the allegations in this paragraph.

8 **JURISDICTION AND VENUE**

9 5. Answering paragraph 5, Mr. Cosby admits that AIG purports to bring
10 the instance action pursuant to 28 U.S.C. § 1332 (diversity of citizenship) and that
11 the amount in controversy exceeds \$75,000, exclusive of interest and costs. Except
12 as expressly admitted, Mr. Cosby lacks sufficient knowledge and information to
13 form a belief as to the truth of the allegations contained in this paragraph, and basing
14 its denial on that ground, denies the allegations in this paragraph.

15 6. Answering paragraph 6, Mr. Cosby admits that AIG alleges that venue
16 is proper in this matter based on 28 U.S.C. § 1391(b) and that the insurance policies
17 at issue were and are to be performed, among other places, in the County of Los
18 Angeles, State of California. Except as expressly admitted, Mr. Cosby denies the
19 allegations in this paragraph.

20 7. Answering paragraph 7, Mr. Cosby admits that he is already a party to
21 another lawsuit pending in California. Mr. Cosby also admits that Ms. Dickinson
22 has admitted that she is a citizen of the State of California and domiciled in the
23 County of Los Angeles. Except as expressly admitted, Mr. Cosby denies the
24 allegations in this paragraph.

25 8. Answering paragraph 8, Mr. Cosby admits that the Court is authorized
26 to enter declaratory judgments.

27 **FACTUAL ALLEGATIONS**

28 9. Answering paragraph 9, Mr. Cosby admits that AIG sold him

1 homeowners policy no. PCG 0006004261, in effect from at least January 1, 2014, to
 2 January 1, 2015, and January 1, 2015, to January 1, 2016 (the “Massachusetts
 3 Policies”). Mr. Cosby states that the Massachusetts Policies are the best evidence of
 4 their contents. Mr. Cosby further admits that the Massachusetts Policies’
 5 declaration pages indicate that the liability coverage limit is \$1,000,000. Mr.
 6 Cosby also admits that the named insureds on the Massachusetts Policies are
 7 William H. Cosby and Camille Cosby. Except as expressly admitted, Mr. Cosby
 8 lacks sufficient knowledge and information to form a belief as to the truth of the
 9 allegations in this paragraph, and basing his denial on that ground, denies the
 10 allegations in this paragraph.

11 10. Answering paragraph 10, Mr. Cosby states that the Massachusetts
 12 Policies are the best evidence of their contents and that they contain the language
 13 quoted. Except as expressly admitted, Mr. Cosby denies the allegations in this
 14 paragraph.

15 11. Answering paragraph 11, Mr. Cosby states that the Massachusetts
 16 Policies are the best evidence of their contents and that they contain the language
 17 quoted. Except as expressly admitted, Mr. Cosby denies the allegations in this
 18 paragraph.

19 12. Answering paragraph 12, Mr. Cosby states that the Massachusetts
 20 Policies are the best evidence of their contents and that they contain the language
 21 quoted. Except as expressly admitted, Mr. Cosby denies the allegations in this
 22 paragraph.

23 13. Answering paragraph 13, Mr. Cosby states that the Massachusetts
 24 Policies are the best evidence of their contents and that the term “personal injury” is
 25 defined in part therein as quoted in this paragraph. Except as expressly admitted,
 26 Mr. Cosby denies the allegations in this paragraph.

27 14. Answering paragraph 14, Mr. Cosby states that the Massachusetts
 28 Policies are the best evidence of their contents and that they contain the language

1 quoted. Except as expressly admitted, Mr. Cosby denies the allegations in this
2 paragraph.

3 15. Answering paragraph 15, Mr. Cosby admits that AIG sold homeowners
4 policy no. PCG 0006004359, in effect from at least January 1, 2014, to January 1,
5 2015, and January 1, 2015, to January 1, 2016 (the “California Policies”). Mr.
6 Cosby states that the California Policies are the best evidence of their contents. Mr.
7 Cosby further admits that the California Policies’ declaration pages indicate that the
8 liability coverage limit is \$1,000,000. Mr. Cosby also admits that the named
9 insured on the California Policies is the LLC identified therein. Except as expressly
10 admitted, Mr. Cosby lacks sufficient knowledge and information to form a belief as
11 to the truth of the allegations in this paragraph, and basing his denial on that ground,
12 denies the allegations in this paragraph.

13 16. Answering paragraph 16, Mr. Cosby states that the California Policies
14 are the best evidence of their contents and that they contain the language quoted.
15 Except as expressly admitted, Mr. Cosby denies the allegations in this paragraph.

16 17. Answering paragraph 17, Mr. Cosby states that the California Policies
17 are the best evidence of their contents and that they contain the language quoted.
18 Except as expressly admitted, Mr. Cosby denies the allegations in this paragraph.

19 18. Answering paragraph 18, Mr. Cosby states that the California Policies
20 are the best evidence of their contents and that they contain the language quoted.
21 Except as expressly admitted, Mr. Cosby denies the allegations in this paragraph.

22 19. Answering paragraph 19, Mr. Cosby states that the California Policies
23 are the best evidence of their contents and that they contain the language quoted.
24 Except as expressly admitted, Mr. Cosby denies the allegations in this paragraph.

25 20. Answering paragraph 20, Mr. Cosby states that the California Policies
26 are the best evidence of their contents and that the term “personal injury” is defined
27 in part therein as quoted in this paragraph. Except as expressly admitted, Mr. Cosby
28 denies the allegations in this paragraph.

21. Answering paragraph 21, Mr. Cosby states that the California Policies are the best evidence of their contents and that they contain the language quoted. Except as expressly admitted, Mr. Cosby denies the allegations in this paragraph.

22. Answering paragraph 22, Mr. Cosby admits that AIG sold him personal excess liability policy number PCG 0006235889, in effect from at least January 1, 2014, to January 1, 2015, and January 1, 2015, to January 1, 2016 (the “PEL Policies”). Mr. Cosby states that the PEL Policies are the best evidence of their contents. Mr. Cosby further admits that the PEL Policies’ declaration pages indicate that the liability coverage limit is \$35,000,000. Mr. Cosby also admits that the named insureds on the PEL Policies are William H. & Camille Cosby. Except as expressly admitted, Mr. Cosby lacks sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph, and basing his denial on that ground, denies the allegations of this paragraph.

23. Answering paragraph 23, Mr. Cosby states that the PEL Policies are the best evidence of their contents and that they contain the language quoted. Except as expressly admitted, Mr. Cosby denies the allegations in this paragraph.

24. Answering paragraph 24, Mr. Cosby states that the PEL Policies are the best evidence of their contents and that they contain the language quoted. Except as expressly admitted, Mr. Cosby denies the allegations in this paragraph.

25. Answering paragraph 25, Mr. Cosby states that the PEL Policies are the best evidence of their contents and that they contain the language quoted. Except as expressly admitted, Mr. Cosby denies the allegations in this paragraph.

26. Answering paragraph 26, Mr. Cosby states that the PEL Policies are the best evidence of their contents and that they contain the language quoted. Except as expressly admitted, Mr. Cosby denies the allegations in this paragraph.

27. Answering paragraph 27, Mr. Cosby states that the PEL Policies are the best evidence of their contents and that the term “personal injury” is defined in part therein as quoted in this paragraph. Except as expressly admitted, Mr. Cosby denies

1 the allegations in this paragraph.

2 28. Answering paragraph 28, Mr. Cosby states that the PEL Policies are the
 3 best evidence of their contents and that they contain the language quoted. Except as
 4 expressly admitted, Mr. Cosby denies the allegations in this paragraph.

5 **The Dickinson Lawsuit**

6 29. Answering paragraph 29, Mr. Cosby admits that a complaint was filed
 7 against him on May 20, 2014, in Los Angeles Superior Court, Case No. BC580909,
 8 entitled *Janice Dickinson v. William H. Cosby, Jr.* (the “*Dickinson* Complaint”).

9 30. Answering paragraph 30, Mr. Cosby states that the *Dickinson*
 10 Complaint is the best evidence of its contents. Mr. Cosby admits that the *Dickinson*
 11 Complaint alleges in paragraph 13: “In or about 1982, Ms. Dickinson was in Bali,
 12 Indonesia shooting a calendar. There she received a telephone call from [] Cosby.
 13 On the call, he asked her to fly to Lake Tahoe, Nevada to meet with him.” Mr.
 14 Cosby admits that the *Dickinson* Complaint alleges in paragraph 14: “After
 15 arriving in Lake Tahoe, Ms. Dickinson had dinner with [] Cosby.” Mr. Cosby
 16 admits that the *Dickinson* Complaint alleges in paragraph 15: “Ms. Dickinson was
 17 suffering from menstrual pain. . . . Cosby offered her a glass of wine and a pill
 18 which he represented would help her with cramps.” Mr. Cosby admits that the
 19 *Dickinson* Complaint alleges in paragraph 17: “Ms. Dickinson consumed the pill
 20 believing it was what [] Cosby had represented it to be.” Mr. Cosby admits that the
 21 *Dickinson* Complaint alleges in paragraph 18: “Cosby deceived Ms. Dickinson into
 22 consuming a narcotic that heavily sedated her.” Mr. Cosby admits that the
 23 *Dickinson* Complaint alleges in paragraph 19: “After [] Cosby intentionally
 24 drugged Ms. Dickinson, later that night he sexually assaulted her, penetrating her
 25 vaginally and anally, without her consent, and leaving semen on her body.” Except
 26 as expressly admitted, Mr. Cosby denies the allegations in this paragraph.

27 31. Answering paragraph 31, Mr. Cosby states that the *Dickinson*
 28 Complaint is the best evidence of its contents and admits that it contains the quoted

1 allegation. Except as expressly admitted, Mr. Cosby denies the allegations in this
2 paragraph.

3 32. Answering paragraph 32, Mr. Cosby states that the *Dickinson*
4 Complaint is the best evidence of its contents and admits that it contains the quoted
5 allegations. Except as expressly admitted, Mr. Cosby denies the allegations in this
6 paragraph.

7 33. Answering paragraph 33, Mr. Cosby states that the *Dickinson*
8 Complaint is the best evidence of its contents and admits that it contains the quoted
9 allegations. Except as expressly admitted, Mr. Cosby denies the allegations in this
10 paragraph.

11 34. Answering paragraph 34, Mr. Cosby states that the *Dickinson*
12 Complaint is the best evidence of its contents and admits that it contains the quoted
13 allegations. Except as expressly admitted, Mr. Cosby denies the allegations in this
14 paragraph.

15 35. Answering paragraph 35, Mr. Cosby states that the *Dickinson*
16 Complaint is the best evidence of its contents and admits that it contains the quoted
17 allegations. Except as expressly admitted, Mr. Cosby denies the allegations in this
18 paragraph.

19 36. Answering paragraph 36, Mr. Cosby states that the *Dickinson*
20 Complaint is the best evidence of its contents and admits that it contains the quoted
21 allegations. Except as expressly admitted, Mr. Cosby denies the allegations in this
22 paragraph.

23 37. Answering paragraph 37, Mr. Cosby admits that he tendered the
24 *Dickinson v. Cosby* action to AIG under the Massachusetts Policies, California
25 Policies and PEL Policies. Mr. Cosby also admits that AIG purported to accept his
26 tender and agreed to defend him subject to a reservation of certain specified rights.
27 Except as expressly admitted, Mr. Cosby denies the allegations in this paragraph.

28 38. Answering paragraph 38, Mr. Cosby admits that AIG sent the June 25,

2015, and August 19, 2015, letters and that those letters are the best evidence of their contents. Except as expressly admitted, Mr. Cosby denies the allegations in this paragraph.

FIRST CAUSE OF ACTION

39. Answering paragraph 39, Mr. Cosby incorporates by reference his answers to paragraphs 1 through 38 as stated above.

40. Answering paragraphs 40-44, Mr. Cosby states that no answer is required to these paragraphs, or this cause of action, because of the Court's November 13, 2015, Order dismissing with prejudice AIG's First Cause of Action. To the extent any further response is required, Mr. Cosby denies the allegations in these paragraphs.

SECOND CAUSE OF ACTION

41. Answering paragraph 45, Mr. Cosby incorporates by reference his answers to paragraphs 1 through 38 and 40-44, as stated above.

42. Answering paragraph 46, Mr. Cosby admits that AIG makes the allegations stated in this paragraph. Except as expressly admitted, Mr. Cosby denies the allegations in this paragraph and specifically denies that he is not an insured under the California Policies.

43. Answering paragraph 47, Mr. Cosby admits that he disputes AIG's contention it has no duty to defend or indemnify Cosby under the California Policies for the claims and damages alleged in the *Dickinson* lawsuit. Mr. Cosby lacks sufficient knowledge and information to form a belief as to the truth of the allegations regarding Ms. Dickinson and, basing his denial on that ground, denies those allegations. Except as expressly admitted or denied, Mr. Cosby denies the allegations in this paragraph.

44. Answering paragraph 48, Mr. Cosby admits that there is an actual and present controversy between he and AIG and that AIG requests a declaration of its rights, duties and obligations under the California Policies as alleged in the Second

1 Cause of Action. Except as expressly admitted, Mr. Cosby denies the allegations in
 2 this paragraph.

3 **THIRD CAUSE OF ACTION**

4 45. Answering paragraph 49, Mr. Cosby incorporates by reference his
 5 answers to paragraphs 1 through 38, 40-44, and 46-48, as stated above.

6 46. Answering paragraphs 50-54, Mr. Cosby states that no answer is
 7 required to these paragraphs, or this cause of action, because of the Court's
 8 November 13, 2015, Order dismissing with prejudice AIG's Third Cause of Action.
 9 To the extent any further response is required, Mr. Cosby denies the allegations in
 10 this paragraph.

11 **FIRST AFFIRMATIVE DEFENSE**

12 **(Failure to State a Cause of Action)**

13 47. AIG is barred from maintaining its First Amended Complaint and each
 14 cause of action therein because it fails to state facts sufficient to constitute a claim
 15 against Mr. Cosby.

16 **SECOND AFFIRMATIVE DEFENSE**

17 **(Waiver)**

18 48. AIG has waived its right to assert the second cause of action alleged in
 19 its First Amended Complaint.

20 **THIRD AFFIRMATIVE DEFENSE**

21 **(Estoppel)**

22 49. AIG is estopped as a matter of law from asserting the claim stated in its
 23 second cause of action.

24 **FOURTH AFFIRMATIVE DEFENSE**

25 **(Stay)**

26 50. To the extent that the issues or facts involved in this action overlap with
 27 or could implicate issues involved in the *Dickinson v. Cosby* lawsuit or any other
 28 lawsuits against Mr. Cosby, this action should be stayed pursuant to *Montrose*

Chemical Corp. v. Superior Court, 6 Cal. 4th 287 (1993), and its progeny.

FIFTH AFFIRMATIVE DEFENSE

(Unclean Hands)

51. AIG is barred from maintaining its First Amended Complaint because of its unclean hands in its dealings with Mr. Cosby.

SIXTH AFFIRMATIVE DEFENSE

(Reserved Defenses)

52. Given the Court's November 13, 2015, Order dismissing with prejudice AIG's First and Third Causes of Action, Mr. Cosby does not assert here Affirmative Defenses as to those causes of action. However, Mr. Cosby reserves his right to assert Affirmative Defenses to those causes of action if AIG ever reasserts them.

WHEREFORE, Mr. Cosby prays for a judgment:

1. declaring that AIG is not entitled to the relief it seeks in its First Amended Complaint;

2. dismissing the First Amended Complaint and all causes of action therein with prejudice;

3. awarding him the costs incurred; and

4. granting such other relief as the Court may deem equitable, just, and/or proper.

Dated: November 25, 2015

Kirk A. Pasich
Kimberly A. Umanoff
LINER LLP

By: /s/ Kimberly A. Umanoff
Kimberly A. Umanoff
Attorneys for Defendant William H. Cosby

JURY TRIAL DEMANDED

Mr. Cosby hereby demands trial by jury.

Dated: November 25, 2015

Kirk A. Pasich
Kimberly A. Umanoff
LINER LLP

By: /s/ Kimberly A. Umanoff
Kimberly A. Umanoff
Attorneys for Defendant William H. Cosby